



the Company-supplied data indicated Mr. Riolo's status as retired. Therefore, Mr. Riolo was not eligible to receive the Notice. However, out of an abundance of caution, based on Mr. Riolo's statement that he believes that he is "a class member as described in the Agreement, Terms of Proposed Settlement Agreement Number 1, Page 4" (Riolo Letter at 1), and in the event that the Company-supplied data that was used to create the mailing list was inaccurate, I arranged for a duplicate copy of the Notice and its attachments to be sent to Mr. Riolo by Fed Ex overnight delivery, which was delivered to Mr. Riolo on July 12, 2016. A copy of the cover letter to Mr. Riolo is attached hereto as Exhibit B. I also sent the Notice and attachments to Mr. Riolo by e-mail on July 11. Mr. Riolo has not replied to the letter or email.

4. In response to Mr. Riolo's Objection 4, attached hereto as Exhibit C is a true and accurate copy of the dues arbitration decision issued by Arbitrator Jacquelin F. Drucker on September 10, 2012.

**Response to Objections Submitted by Attorney Wilder**

5. The Notice of Settlement Agreement and Fairness Hearing (Exhibit D) that was mailed and e-mailed to all of the members of the settlement classes, and posted on the public portion of the USAPA and Leonidas, LLC websites, provides that in the event that class members had any questions regarding the Settlement Agreement, class members could contact Class Counsel. The Notice provided the contact information (address, telephone number, fax number, and e-mail address) of Class Counsel for the East Pilot Settlement Class and the West Pilot Settlement Class. (Notice at 11-12). Class Counsel for the East Pilot Settlement Class received one telephone call from one retired East Pilot who asked general questions regarding the litigation and the settlement.

6. Class Counsel for the East Pilot Settlement Class did not receive any letters, faxes, telephone calls, or emails requesting additional information from William Wilder or any of the objectors purportedly represented by Mr. Wilder. On July 20, 2016, I sent an email to Mr. Wilder to offer to discuss his objections and provide any additional information that might help to resolve the objections that he submitted. However, on July 21, Mr. Wilder responded that he did “not see any purpose in discussing the objections.” (Exhibit E).

#### **Reimbursement of Attorneys’ Fees and Expenses**

7. The *Bollmeier* defendants are entitled to reimbursement of their attorneys’ fees and expenses pursuant to the indemnification provision of the USAPA Constitution and Bylaws (Art. VIII, Sect. 2) (Exhibit F), and Paragraph 7 of the Settlement Agreement, which provides that “[u]pon entry of the Final Order approving this Settlement Agreement, and after the payment [for the benefit of the West Pilots] has been made, USAPA will retain exclusive control over all funds remaining in the USAPA treasury and, in its discretion, may use the remaining funds to ... reimburse attorneys’ fees and expenses incurred by any USAPA officer or BPR member named as a defendant in LMRDA action I and LMRDA action II...”

8. SSMP was retained to represent *Bollmeier* defendants Gary Hummel, Stephen Bradford, Rob Streble, Steve Smyser, John Taylor, Joe Stein, Pete Dugstad, Jay Milkey, Stephen Nathan, and Courtney Borman at the beginning of November 2015.

9. For the period from November 2015 through the end of July 2016, SSMP devoted 248.70 hours to representing the above *Bollmeier* defendants (part of which also includes SSMP’s representation of the East Pilot Settlement Class). The work performed by SSMP included meetings and teleconferences with clients and counsel, review of all pleadings in consolidated cases, arranging for substitution of counsel, legal research, preparation of motion for mediation,

preparation of answers and third-party complaints in LMRDA action I and LMRDA action II, selection of mediator, scheduling of mediation, preparation for mediation, attendance at mediation, negotiation and preparation of memorandum of settlement, preparation of notice of settlement, preparation of preliminary approval motion and class notice, preparation of settlement agreement, preparation of CAFA notice, distribution and posting of class notice, preparation of final approval motion and response to objections.

10. The majority of the work was performed by the undersigned and Lee Seham. Mr. Seham, who was General Counsel of USAPA from its creation until 2011, has been a member of the New York bar since April 1988. He is also admitted to practice before the United States District Court for the Southern and Eastern Districts of New York, and the United States Courts of Appeals for the Second, Fourth, Eighth, Ninth, Eleventh, and D.C. Circuits, and the U.S. Supreme Court. The undersigned, Stanley Silverstone, has been a member of the New York bar since May 1991. I am also admitted to practice before the United States District Court for the Southern and Eastern Districts of New York, and the United States Courts of Appeals for the Second, Fourth, Eighth, Ninth, Eleventh, and D.C. Circuits.

11. I have reviewed SSMP's records of the time spent in representing the above *Bollmeier* defendants and the East Pilot Settlement Class in this matter from November 2015 through July 31, 2016. The number of hours worked is as follows:

<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Lee Seham	\$350	47.20	\$16,520.00
Scott Petersen	\$350	0.90	\$315.00
Stanley Silverstone	\$300	196.40	\$58,920.00
Nick Granath	\$300	2.00	\$600.00

Lisa Block (Paralegal)	\$100	2.20	\$220.00
Total		248.70	\$76,575.00

SSMP expended \$4,447.80 in litigation-related expenses, which includes the *Bollmeier* defendants' share of the fees paid to Mediator Gary Hemric. In addition, SSMP retained Robert A. Blake, Jr., of the Charlotte law firm of Wyatt & Blake, L.L.P., as local counsel, whose fees as of July 31, 2016, are \$6,292.59 (which includes \$5,775.00 for Mr. Blake's time, \$437.50 in paralegal time, and \$80.09 in expenses).

12. Thus, as of July 31, 2016, SSMP's total fees and expenses, including local counsel, are \$87,315.39 (\$82,787.50 in fees plus \$4,527.89 in expenses). SSMP's fees and expenses will continue until final approval of the settlement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8<sup>th</sup> day of August 2016.

  
 STANLEY J. SILVERSTONE